

No.: 409/MPMRCL/2023

Date: 27.02.2023

To,

Otis Elevator Company (India) Limited
9th Floor, Magnus Towers,
MindSpace, Malad Link Road,
Malad (West), Mumbai 400 064,
Maharashtra, India
E-mail: vikas.singh@otis.com

(Kind Attention: Mr Vikas Mall Singh, General Manager - Sales Infrastructure Project)

Subject: Letter of Acceptance for “Design, Manufacture, Supply, Installation, Testing and Commissioning of Heavy-Duty Machine Room-Less & Gear-Less Lifts and Heavy-Duty Escalators for Bhopal Metro Rail Project and Indore Metro Rail Project.”

Reference: 1. Your Letter 22-23/OTIS/Metro/BH&IN/ABKR/0015 dated 03.02.2023.
2. Your Letter 22-23/OTIS/Metro/BH&IN/ABKR/0014 dated 25.01.2023.
3. Your Tender and clarifications submitted against Tender Notification No: 293/MPMRCL/2022/Package BH&IN-10A, Date: 03.03.2022.

1. With reference to the above, the Letter of Acceptance (LOA) is hereby issued to you for an Accepted Contract price of **INR 2,09,76,96,526.60** (INR Two Hundred Nine Crore Seventy Six Lakh Ninety Six Thousand Five Hundred Twenty Six and Paise Sixty only) inclusive of all central, state, local taxes, duties, levies, cess, GST and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax, GST, Labour cess etc for the work of **“Design, Manufacture, Supply, Installation, Testing and Commissioning of Heavy-Duty Machine Room-Less & Gear-Less Lifts and Heavy-Duty Escalators for Bhopal Metro Rail Project and Indore Metro Rail Project”** including defect liability period of 2 years & Annual Maintenance Contract of 3 years for 105 Lifts & 150 Escalators.
2. In addition to above, the quoted price of INR 7,39,21,473.40 (INR Seven Crore Thirty Nine Lakh Twenty One Thousand Four Hundred Seventy Three and Paise Forty only) for mandatory spares and tools in the Financial Bid of Pricing Document [Statement No 6 (Price of Mandatory Spares & Tools) i.e., sum of BH-E6, BH-L6, IN-E6 & IN-L6] are optional Items and MPMRCL reserve the rights to operate the same at the quoted price during the Defect Notification Period as stipulated in clause 16.2.2 of Vol-IV of tender.
3. Pursuant to the Instructions to the Tenderers (ITT), Sub-clause 7.5 and General/Particular Conditions Sub-Clause 4.2, you are required to furnish the Performance Security for an amount of INR 6,29,30,896/- (INR Six Crore Twenty Nine Lakh Thirty Thousand Eight Hundred and Ninety Six Only) within fourteen (14) days of receipt of the Letter of Acceptance, using the form of Bank Guarantee for Performance Security included in Annexure – 4 of the Instructions to Tenderers. You are further required to furnish other Guarantees, Undertakings, and Warranties.

Handwritten signature and date: 28/02/2023
Stamp: Otis Elevator Company (India) Limited, Bhopal



4. As stipulated in clause 7.4.1 of ITT (Vol-I) and 1.6 of PC Clause (Vol-II) of bid documents, you are required to execute the Contract Agreement within thirty-five (35) days from the date of receipt of the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions. If the Contractor comprises a JV, the authorised representative of each member of the JV shall sign the Contract Agreement.
5. It may please be noted that until a formal Contract Agreement is executed, this letter shall constitute a binding Contract between yourselves and Madhya Pradesh Metro Rail Corporation Limited.
6. Pursuant to General/ Particular Conditions Sub-Clause 8.1, the Commencement Date shall be **27.02.2023**. The Time for Completion shall be Five Hundred Forty Six (546) days as per General/ Particular Conditions Sub-Clauses 1.1.86 and 8.2.
7. You shall ensure full compliance with the relevant tax laws with regards to this Contract and shall be solely responsible for the same. You shall keep the Employer fully indemnified against your liability of tax. interest, penalty etc., whichever may arise.
8. Any suit or application, arising out of any dispute or differences on account of this Tender shall be filed in a competent court at Bhopal, Madhya Pradesh only and no other court or any other district of the country shall have any jurisdiction in the matter.
9. You are requested to submit the Power of Attorney (s) and Board Resolution (to be duly notarised by notary public) in case of any change of authorised personnel since submitted along with the tender submittals.
10. This Letter of Acceptance is sent in duplicate. You are required to return one copy of it duly signed by the Authorised Signatory on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of issuance of this letter. In case of no response within such time, this Letter of Acceptance shall be considered as deemed accepted unconditionally.
11. In terms of clause 3.1 of GC & PC (Vol-II), the General Consultant to the Employer will act as the Engineer for this Contract. You are requested to contact the Engineer Project Director (Bhopal & Indore) of the General Consultant, a Consortium of DB Engineering & Consulting GmbH, Geo-data Engineering S.p.A and Louis Berger SAS for further necessary action in this matter.


(Shobhit Tandon)

Additional Director (Technical)

- Enclosure:**
1. One copy of this letter in duplicate.
 2. Annexures as attached.

We, the undersigned hereby accept the Letter of Acceptance "**unconditionally**".

(Authorised Signatory for the Tenderer with Company seal).

Company: ..OTIS..ELEVATOR..COMPANY..(INDIA)..LIMITED

Name: ..VIKAS..MALL..SINGH

Position (Title): ..General Manager - Sales Infrastructure

Signature: .. ..

